

RECORDATION NO. 15883-A FILED

SEP 30 '97

10-50 AM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

September 30, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Bill of Sale and Assignment and Assumption Agreement, dated as of September 30, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission under one of the following the Recordation Numbers: 15460, 15707 and 15883.

The names and addresses of the parties to the enclosed document are:

Seller/Assignor: Pitney Bowes Credit Corporation
27 Waterview Drive
Shelton, Connecticut 06484

Purchaser/Assignee: Colonial Pacific Leasing Corporation
27 Waterview Drive
Shelton, Connecticut 06484

A description of the railroad equipment covered by the enclosed document is set forth on Exhibit A attached to the Memorandum.

RECEIVED
SURFACE TRANSPORTATION
BOARD
SEP 30 10 45 AM '97

Counterparts - E. M. Lester

Mr. Vernon A. Williams
September 30, 1997
Page 2

Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

DATE: 9/30/97


Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3 (c), on 9/20/97 at 10:50AM and

assigned recordation number(s) 20895, 20895-A, 20895-B, 20895-C, 20895-D, 20896-
20896-A, 20896-B, 20896-C, 20896-D, 20897, 20897-A, 20897-B, 20897-C, 20897-D,
25460-B, 15707-A and 15883-A.

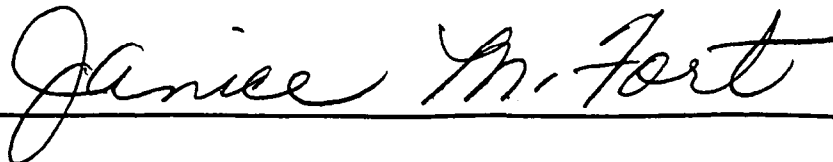
Sincerely Yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 432.00 The amount indicated at the left has been received in payment of a fee in
connection with a document filed on the date shown. This receipt is issued for the amount paid.
In the event of an error or any questions concerning this fee, you will receive a notification after
the Surface Transportation Board has an opportunity to examine your document.

Signature



MEMORANDUM OF BILL OF SALE
AND ASSIGNMENT AND ASSUMPTION AGREEMENT

SEP 30 '97

10-50AM

Memorandum of Bill of Sale and Assignment and Assumption Agreement, made and entered into September 30, 1997 by and between PITNEY BOWES CREDIT CORPORATION, Seller/Assignor and COLONIAL PACIFIC LEASING CORPORATION, Purchaser/Assignee.

WITNESSETH:

The undersigned have entered into that certain Bill of Sale and Assignment and Assumption Agreement, dated as of December 30, 1994, together by which Seller/Assignor has sold and assigned its right, title and interest in and to certain railroad equipment and the leases and beneficial interests therein to Purchaser/Assignee, and Purchaser/Assignee has accepted and assumed all duties and obligations of Seller/Assignor with respect thereto arising on or after the closing date. The documents relating to the railroad equipment are set forth in exhibits to the Bill of Sale and Assignment and Assumption Agreement. The railroad equipment is set forth on Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

PITNEY BOWES CREDIT CORPORATION

By Name: George J. ThenTitle: V.P. Capital Services Division

COLONIAL PACIFIC LEASING CORPORATION

By Name: Jeff RamosTitle: Treasurer & Clerk

STATE OF Connecticut)
COUNTY OF Fairfield) ss: Shelton

On this 30 day of September, 1997, before me personally appeared George J. Then, to me personally known, who being by me duly sworn, says that he is the Vice President of Pitney Bowes Credit Corporation, that the foregoing document was signed on behalf of said corporation, and he acknowledged that the execution of said instrument was his free act and deed.

ELIZABETH AFONSO
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2000

NOTARY PUBLIC

My commission expires:

STATE OF Connecticut)
COUNTY OF Fairfield) ss: Shelton

On this 30 day of September, 1997, before me personally appeared Jeffrey J. Ramos, to me personally known, who being by me duly sworn, says that he is the Treasurer & Clerk of Colonial Pacific Leasing Corporation, that the foregoing document was signed on behalf of said corporation, and he acknowledged that the execution of said instrument was his free act and deed.

ELIZABETH AFONSO
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2000

NOTARY PUBLIC

My commission expires:

Exhibit A

Recordation Number 15883-_____

LEASE SCHEDULE

Master Equipment

Lease Agreement No.: 0053215

Master Equipment

Lease Agreement Date: 9/22/88Lease Schedule No.: 805 7 Year Class Recovery PropertyLease Schedule Date: 9/22/88

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and MISSISSIPPI POWER COMPANY (Lessee).

1. Equipment Description

95 (ninety-five) Trinity Quick Dump Aluminum Coal Hopper Cars
20 (twenty) Aluminum Body Replacement Car Sets Parts

Registration Numbers:

DEGX-88401	DEGX-88426	DEGX-88451	DEGX-88476
DEGX-88402	DEGX-88427	DEGX-88452	DEGX-88477
DEGX-88403	DEGX-88428	DEGX-88453	DEGX-88478
DEGX-88404	DEGX-88429	DEGX-88454	DEGX-88479
DEGX-88405	DEGX-88430	DEGX-88455	DEGX-88480
DEGX-88406	DEGX-88431	DEGX-88456	DEGX-88481
DEGX-88407	DEGX-88432	DEGX-88457	DEGX-88482
DEGX-88408	DEGX-88433	DEGX-88458	DEGX-88483
DEGX-88409	DEGX-88434	DEGX-88459	DEGX-88484
DEGX-88410	DEGX-88435	DEGX-88460	DEGX-88485
DEGX-88411	DEGX-88436	DEGX-88461	DEGX-88486
DEGX-88412	DEGX-88437	DEGX-88462	DEGX-88487
DEGX-88413	DEGX-88438	DEGX-88463	DEGX-88488
DEGX-88414	DEGX-88439	DEGX-88464	DEGX-88489
DEGX-88415	DEGX-88440	DEGX-88465	DEGX-88490
DEGX-88416	DEGX-88441	DEGX-88466	DEGX-88491
DEGX-88417	DEGX-88442	DEGX-88467	DEGX-88492
DEGX-88418	DEGX-88443	DEGX-88468	DEGX-88493
DEGX-88419	DEGX-88444	DEGX-88469	DEGX-88494
DEGX-88420	DEGX-88445	DEGX-88470	DEGX-88495
DEGX-88421	DEGX-88446	DEGX-88471	
DEGX-88422	DEGX-88447	DEGX-88472	
DEGX-88423	DEGX-88448	DEGX-88473	
DEGX-88424	DEGX-88449	DEGX-88474	
DEGX-88425	DEGX-88450	DEGX-88475	

2. Equipment Location

The above Equipment is to be located within the Continental United States.

3. Billing Address

Mississippi Power Company
2992 West Beach
Gulfport, Mississippi 39501
Attn: Treasurer

4. Primary Rental Term

Twenty-two (22) years commencing February 1, 1989.

5. Interim Rental Term

From and including the date Lessee accepts each item of the above-described Equipment for lease under this Lease Schedule to the commencement of the Primary Rental Term.

6. Rental Payments.

A). Rental Payments for the Interim Rental Term will be payable February 1, 1989 in the amount equivalent to the product of 10.4474217 multiplied by Lessor's Cost for all items of Equipment under this Lease Schedule multiplied by the number of days in the Interim Rental Term. (Interim interest will be calculated on a 30/360 day basis.)

B). Rental Payments for the Primary Rental Term are payable in consecutive installments on each Lease Period Date as set forth in the Rental Payment Attachment hereto commencing February 1, 1990.

The amount of the Rental Payments during the Primary Rental Term shall be in an amount determined by multiplying Lessor's Cost for all items of Equipment by the factor set forth in the Rental Payment Attachment hereto for the applicable Lease Period Date.

The Rental Payments set forth above are in addition to other amounts that may be payable by Lessee under the Master Equipment Lease Agreement.

7. Lessor's Cost: \$5,164,365.00

8. Miscellaneous

The Rental Payment factors set forth above are subject to adjustment in accordance with the Master Equipment Lease Agreement, as amended.

9. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR, IN ACCORDANCE WITH PARAGRAPH 27 OF THE LEASE AGREEMENT.

ACCEPTED BY:

LESSOR:

PITNEY BOWES CREDIT CORPORATION

By: *LD Osmanski*

Name: LD. OSMANSKI
Vice President

Title: Operations

Date: 9-22-88

LESSEE:

MISSISSIPPI POWER COMPANY

By: *J C Gevin*

Name: J. C. Gevin

Title: Treasurer

Date: 9/22/88